

New No
- A
- B
16 3 y

WHITE & CASE

1747 PENNSYLVANIA AVENUE, N W
WASHINGTON, D C
333 SOUTH HOPE STREET, LOS ANGELES
200 SOUTH BISCAYNE BOULEVARD, MIAMI
20, PLACE VENDÔME, PARIS
66 GRESHAM STREET, LONDON
BIRGER JARLSGATAN 14, STOCKHOLM

1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-2787
(212) 819-8200
FACSIMILE (212) 354-8113
TELEX 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO
15 QUEEN'S ROAD CENTRAL, HONG KONG
50 RAFFLES PLACE, SINGAPORE
CUMHURİYET CADDESİ 12/10, ISTANBUL
ZIYA UR RAHMAN CADDESİ 17/5 ANKARA
2013 WALI AL-AHD (P O BOX 2256), JEDDAH

16543

DE:LD

SEP 29 1989 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

September 29, 1989

9-272A021

16543

Office of the Secretary
Recordations Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

SEP 29 1989 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Lease Agreement No. 2, dated as of September 2, 1989, is a primary document. The names and address of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

The second document, Indenture and Security Agreement No. 2, dated as of September 2, 1989, is a primary document. The names and addresses of the parties to such document are as follows:

C.T. Hopper
Quincy T...

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21203

The third document, Lease and Indenture Supplement No. 2, dated as of September 2, 1989, is a secondary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21203

A description of the equipment covered by each of these documents follows: Open Top Hopper Cars, Gondola Cars, 70-Ton Woodchip Hopper Cars, 100-Ton Woodchip Hopper Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$13.00 is enclosed. Please return the original and any extra copies needed by the Commission for recordation to the undersigned.

A short summary of the documents to appear in the index follows:

Lease Agreement No. 2 dated as of September 2, 1989, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and CSX Transportation, Inc., as Lessee, covering up to 624 Open Top Hopper Cars, 16 Gondola Cars, 28 70-Ton

Woodchip Hopper Cars, and 59 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Indenture and Security Agreement No. 2, dated as of September 2, 1989, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 624 Open Top Hopper Cars, 16 Gondola Cars, 28 70-Ton Woodchip Hopper Cars, and 59 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Lease and Indenture Supplement No. 2, dated as of September 2, 1989, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 624 Open Top Hopper Cars, 16 Gondola Cars, 28 70-Ton Woodchip Hopper Cars, and 59 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Very truly yours,



David Eisenberg

Enclosures

cc: Marianne Rosenberg, Esq.
Donna M. Mazzaferro, Esq.

16543 B

RECORDED TO FILED 148

SEP 29 1989 -1 40 PM

LEASE AND INDENTURE SUPPLEMENT NO. 1 **INTERSTATE COMMERCE COMMISSION**

Dated September 29, 1989

Among

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
not in its individual capacity but solely as trustee,
Indenture Trustee

OPEN TOP HOPPER CARS
GONDOLA CARS
70-TON WOODCHIP HOPPER CARS
100-TON WOODCHIP HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 2 DATED AS OF SEPTEMBER 2, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON _____, 1989
AT ____ A.M. RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated September 29, 1989, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 2 dated as of September 2, 1989 (the "Trust Agreement") with PNC LEASING CORP., a Pennsylvania corporation, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 2 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 2 (the "Lease") dated as of September 2, 1989, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 2 (the "Indenture"), each dated as of September 2, 1989 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$21,899,400 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Open Top Hopper Car, Gondola Car, 70-ton Woodchip Car and 100-ton Woodchip Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2A, 3A and 4A hereto shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof, the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2B, 3B and 4B hereto shall be applicable in respect of the Gondola Cars, the 70-ton Woodchip Cars and the 100-ton Woodchip Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease

and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 1 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
1 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By 
Title: **PHILIP G. KANE, JR.**
VICE PRESIDENT

Lessee

CSX TRANSPORTATION, INC.

By _____
Title: _____

Indenture Trustee

[Corporate Seal]

Attest:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

By _____
Title: Assistant Corporate
Trust Officer

By _____
Title: Vice President

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
1 to be duly executed on the date and year set forth in the
opening paragraph hereof.

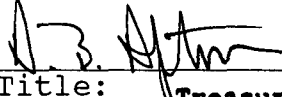
Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By  _____
Title: **Treasurer**

Indenture Trustee

[Corporate Seal]

Attest:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

By _____
Title: Assistant Corporate
Trust Officer

By _____
Title: Vice President

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
1 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

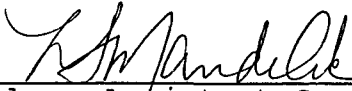
By _____
Title:

Indenture Trustee

[Corporate Seal]

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

Attest:

By 
Title: Assistant Corporate
Trust Officer

By 
Title: Vice President

STATE OF Connecticut)
COUNTY OF Hartford) ss.: Hartford

On this 27th day of Sept, 1989, before me personally appeared Philip G. Kane Jr., to be personally known, who, being by me duly sworn, says that he is Vice President of The Conn Nat. Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires:

[Notary Seal]

DEBRA A. JOHNSON
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 19 90

STATE OF MARYLAND)

: ss.:

CITY OF BALTIMORE)

On this 26th day of September, 1989, before me personally appeared A. B. Aftoora, to be personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Karen Luebehusen
Notary Public

My Commission Expires: July 1, 1990

--[Notary Seal]



SCHEDULE 1

SCHEDULE OF RAILCARS TO BE DELIVERED

Open Top Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
624	*	\$30,900	\$19,281,600

Gondola Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
16	*	\$24,700	\$395,200

70-ton Woodchip Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
28	*	\$20,800	\$582,400

100-ton Woodchip Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
59	*	\$27,800	\$1,640,200

* See tables attached hereto.

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	802606
OPEN TOP HOPPER	CSXT	802607
	CSXT	802608
	CSXT	802609
	CSXT	802610
	CSXT	802611
	CSXT	802613
	CSXT	802614
	CSXT	802615
	CSXT	802618
	CSXT	802619
	CSXT	802620
	CSXT	802621
	CSXT	802622
	CSXT	802623
	CSXT	802624
	CSXT	802625
	CSXT	802628
	CSXT	802629
	CSXT	802630
	CSXT	802631
	CSXT	802633
	CSXT	802636
	CSXT	802639
	CSXT	802640
	CSXT	802644
	CSXT	802645
	CSXT	802647
	CSXT	802649
	CSXT	802651
	CSXT	802653
	CSXT	802654
	CSXT	802655
	CSXT	802657
	CSXT	802658
	CSXT	802659
	CSXT	802660
	CSXT	802661
	CSXT	802663
	CSXT	802664
	CSXT	802666
	CSXT	802670
	CSXT	802671
	CSXT	802673
	CSXT	802678
	CSXT	802683
	CSXT	802684
	CSXT	802685
	CSXT	802687
	CSXT	802689

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	802690
CSXT	802693
CSXT	802695
CSXT	802698
CSXT	802700
CSXT	802701
CSXT	802702
CSXT	802704
CSXT	802705
CSXT	802706
CSXT	802708
CSXT	802709
CSXT	802710
CSXT	802712
CSXT	802714
CSXT	802716
CSXT	802720
CSXT	802722
CSXT	802725
CSXT	802727
CSXT	802728
CSXT	802729
CSXT	802730
CSXT	802734
CSXT	802735
CSXT	802736
CSXT	802738
CSXT	802739
CSXT	802740
CSXT	802741
CSXT	802745
CSXT	802750
CSXT	802754
CSXT	802757
CSXT	802758
CSXT	802759
CSXT	802761
CSXT	802763
CSXT	802765
CSXT	804177
CSXT	804179
CSXT	804181
CSXT	804194
CSXT	804195
CSXT	804197
CSXT	804199
CSXT	804203
CSXT	804205
CSXT	804207
CSXT	804210

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	804216
CSXT	804220
CSXT	804224
CSXT	804228
CSXT	804232
CSXT	804233
CSXT	804237
CSXT	804239
CSXT	804240
CSXT	804253
CSXT	804266
CSXT	804272
CSXT	804276
CSXT	804278
CSXT	804283
CSXT	804287
CSXT	804297
CSXT	804298
CSXT	804299
CSXT	804308
CSXT	804309
CSXT	804313
CSXT	804314
CSXT	804323
CSXT	804324
CSXT	804329
CSXT	804335
CSXT	804341
CSXT	804343
CSXT	804347
CSXT	804352
CSXT	804364
CSXT	804374
CSXT	804379
CSXT	804385
CSXT	804387
CSXT	804396
CSXT	804400
CSXT	804426
CSXT	804427
CSXT	804432
CSXT	804437
CSXT	804441
CSXT	804443
CSXT	804456
CSXT	804458
CSXT	804460
CSXT	804461
CSXT	804463
CSXT	804471

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	804477
CSXT	804484
CSXT	804490
CSXT	804497
CSXT	804507
CSXT	804511
CSXT	804515
CSXT	804519
CSXT	804520
CSXT	804526
CSXT	804528
CSXT	804536
CSXT	804564
CSXT	804565
CSXT	804566
CSXT	804568
CSXT	804574
CSXT	804575
CSXT	804577
CSXT	804580
CSXT	804581
CSXT	804595
CSXT	804596
CSXT	804603
CSXT	804612
CSXT	804623
CSXT	804627
CSXT	804628
CSXT	804629
CSXT	804646
CSXT	804656
CSXT	804660
CSXT	804674
CSXT	804680
CSXT	804683
CSXT	804686
CSXT	804695
CSXT	804700
CSXT	804706
CSXT	804709
CSXT	804710
CSXT	804715
CSXT	804716
CSXT	804717
CSXT	804721
CSXT	804728
CSXT	804738
CSXT	804739
CSXT	804748
CSXT	804763

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	804768
CSXT	804774
CSXT	804792
CSXT	804800
CSXT	804818
CSXT	804824
CSXT	804825
CSXT	804829
CSXT	804835
CSXT	804838
CSXT	804840
CSXT	804842
CSXT	804845
CSXT	804847
CSXT	804855
CSXT	804865
CSXT	804867
CSXT	804871
CSXT	804874
CSXT	804877
CSXT	804885
CSXT	804886
CSXT	804887
CSXT	804890
CSXT	804892
CSXT	804896
CSXT	804899
CSXT	804901
CSXT	804903
CSXT	804908
CSXT	804917
CSXT	804918
CSXT	804928
CSXT	804934
CSXT	804937
CSXT	804940
CSXT	804947
CSXT	804953
CSXT	804960
CSXT	804961
CSXT	804971
CSXT	804978
CSXT	804993
CSXT	805002
CSXT	805003
CSXT	805010
CSXT	805016
CSXT	805031
CSXT	805033
CSXT	805045

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	805058
CSXT	805065
CSXT	805074
CSXT	805077
CSXT	805083
CSXT	805090
CSXT	805099
CSXT	805104
CSXT	805111
CSXT	805117
CSXT	805118
CSXT	805122
CSXT	805123
CSXT	805125
CSXT	805127
CSXT	805128
CSXT	805129
CSXT	805133
CSXT	805134
CSXT	805135
CSXT	805136
CSXT	805137
CSXT	805139
CSXT	805141
CSXT	805143
CSXT	805144
CSXT	805145
CSXT	805147
CSXT	805149
CSXT	805150
CSXT	805153
CSXT	805158
CSXT	805159
CSXT	805160
CSXT	805161
CSXT	805163
CSXT	805165
CSXT	805167
CSXT	805169
CSXT	805170
CSXT	805171
CSXT	805172
CSXT	805173
CSXT	805174
CSXT	805176
CSXT	805177
CSXT	805178
CSXT	805183
CSXT	805184
CSXT	805185

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	805186
CSXT	805193
CSXT	805195
CSXT	805199
CSXT	805200
CSXT	805204
CSXT	805205
CSXT	805206
CSXT	805210
CSXT	805211
CSXT	805215
CSXT	805216
CSXT	805217
CSXT	805218
CSXT	805219
CSXT	805221
CSXT	805222
CSXT	805223
CSXT	805224
CSXT	805227
CSXT	805228
CSXT	805230
CSXT	805232
CSXT	805236
CSXT	805238
CSXT	805240
CSXT	805241
CSXT	805243
CSXT	805244
CSXT	805245
CSXT	805249
CSXT	805250
CSXT	805251
CSXT	805252
CSXT	805253
CSXT	805257
CSXT	805261
CSXT	805263
CSXT	805264
CSXT	805265
CSXT	805272
CSXT	805273
CSXT	805275
CSXT	805277
CSXT	805278
CSXT	805282
CSXT	805283
CSXT	805286
CSXT	805287
CSXT	805293

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	805297
CSXT	805299
CSXT	805300
CSXT	805303
CSXT	805305
CSXT	805306
CSXT	805307
CSXT	805311
CSXT	805313
CSXT	805315
CSXT	805316
CSXT	805319
CSXT	805320
CSXT	805325
CSXT	805332
CSXT	805334
CSXT	805335
CSXT	805337
CSXT	805338
CSXT	805340
CSXT	805342
CSXT	805344
CSXT	805345
CSXT	805347
CSXT	805348
CSXT	805349
CSXT	805350
CSXT	805355
CSXT	805356
CSXT	805358
CSXT	805359
CSXT	805360
CSXT	805362
CSXT	805363
CSXT	805367
CSXT	805369
CSXT	805370
CSXT	805371
CSXT	805372
CSXT	805373
CSXT	805374
CSXT	805377
CSXT	805378
CSXT	805379
CSXT	805382
CSXT	805384
CSXT	805386
CSXT	805389
CSXT	805392
CSXT	805395

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	805398
CSXT	805399
CSXT	805405
CSXT	805407
CSXT	805408
CSXT	805409
CSXT	805411
CSXT	805412
CSXT	805413
CSXT	805414
CSXT	805415
CSXT	805418
CSXT	805420
CSXT	805422
CSXT	805424
CSXT	805426
CSXT	805428
CSXT	805429
CSXT	805430
CSXT	805431
CSXT	805434
CSXT	805435
CSXT	805436
CSXT	805437
CSXT	805441
CSXT	805446
CSXT	805448
CSXT	805451
CSXT	805453
CSXT	805454
CSXT	805458
CSXT	805459
CSXT	805464
CSXT	805466
CSXT	805470
CSXT	805471
CSXT	805475
CSXT	805478
CSXT	805481
CSXT	805485
CSXT	805488
CSXT	805491
CSXT	805492
CSXT	805493
CSXT	805494
CSXT	805495
CSXT	805497
CSXT	805498
CSXT	805505
CSXT	805506

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	805507
CSXT	805511
CSXT	805512
CSXT	805513
CSXT	805515
CSXT	805516
CSXT	805518
CSXT	805520
CSXT	805522
CSXT	805523
CSXT	805526
CSXT	805529
CSXT	805530
CSXT	805531
CSXT	805532
CSXT	805535
CSXT	805537
CSXT	805538
CSXT	805542
CSXT	805552
CSXT	805553
CSXT	805555
CSXT	805557
CSXT	805558
CSXT	805559
CSXT	805561
CSXT	805562
CSXT	805564
CSXT	805566
CSXT	805569
CSXT	805572
CSXT	805573
CSXT	805575
CSXT	805578
CSXT	805580
CSXT	805581
CSXT	805582
CSXT	805590
CSXT	805591
CSXT	805593
CSXT	805594
CSXT	805598
CSXT	805603
CSXT	805604
CSXT	805609
CSXT	805611
CSXT	805613
CSXT	805614
CSXT	805615
CSXT	805616

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	805617
CSXT	805620
CSXT	805622
CSXT	805623
CSXT	805624
CSXT	805626
CSXT	805627
CSXT	805628
CSXT	805629
CSXT	805631
CSXT	805632
CSXT	805634
CSXT	805636
CSXT	805638
CSXT	805640
CSXT	805641
CSXT	805643
CSXT	805645
CSXT	805646
CSXT	805647
CSXT	805649
CSXT	805650
CSXT	805651
CSXT	805652
CSXT	805653
CSXT	805655
CSXT	805656
CSXT	805657
CSXT	805658
CSXT	805660
CSXT	805661
CSXT	805668
CSXT	805671
CSXT	805672
CSXT	805674
CSXT	805676
CSXT	805677
CSXT	805679
CSXT	805681
CSXT	805682
CSXT	805683
CSXT	805684
CSXT	805688
CSXT	805691
CSXT	805699
CSXT	805700
CSXT	805703
CSXT	805704
CSXT	805708
CSXT	805709

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	805710
CSXT	805712
CSXT	805714
CSXT	805716
CSXT	805717
CSXT	805720
CSXT	805722
CSXT	805725
CSXT	805728
CSXT	805730
CSXT	805732
CSXT	805733
CSXT	805734
CSXT	805735
CSXT	805736
CSXT	805737
CSXT	805741
CSXT	805743
CSXT	805745
CSXT	805748
CSXT	805749
CSXT	805750
CSXT	805751
CSXT	805753
CSXT	805754
CSXT	805757
CSXT	805761
CSXT	805762
CSXT	805763
CSXT	805765
CSXT	805767
CSXT	805771
CSXT	805773
CSXT	805774
CSXT	805775
CSXT	805776
CSXT	805777
CSXT	805778
CSXT	805780
CSXT	805783
CSXT	805787
CSXT	805791
CSXT	805792
CSXT	805793
CSXT	805795
CSXT	805798
CSXT	805799
CSXT	805802
CSXT	805808
CSXT	805810

PNC TRUST (NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	805812
CSXT	805813
CSXT	805814
CSXT	805815
CSXT	805816
CSXT	805820
CSXT	805822
CSXT	805823
CSXT	805824
CSXT	805826
CSXT	805828
CSXT	805829
CSXT	805832
CSXT	805833
CSXT	805834
CSXT	805837
CSXT	805838
CSXT	805839
CSXT	805840
CSXT	805841
CSXT	805843
CSXT	805844
CSXT	805846
CSXT	805848

CAR TYPE TOTAL:

624

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	701662
GONDOLA	CSXT	701677
	CSXT	701718
	CSXT	701722
	CSXT	701733
	CSXT	703891
	CSXT	703932
	CSXT	703953
	CSXT	703964
	CSXT	703993
	CSXT	704069
	CSXT	704090
	CSXT	704113
	CSXT	704128
	CSXT	704146
	CSXT	704156
CAR TYPE TOTAL:	16	

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	430923
70-TON WOOD CHIP	CSXT	430926
HOPPER	CSXT	430934
	CSXT	430937
	CSXT	430938
	CSXT	430939
	CSXT	430940
	CSXT	430943
	CSXT	430946
	CSXT	430949
	CSXT	430950
	CSXT	430952
	CSXT	430966
	CSXT	430973
	CSXT	430974
	CSXT	430982
	CSXT	430988
	CSXT	430989
	CSXT	430410
	CSXT	430411
	CSXT	430413
	CSXT	430416
	CSXT	430417
	CSXT	430418
	CSXT	430423
	CSXT	430424
	CSXT	430430
	CSXT	430443
	-----	-----
CAR TYPE TOTAL:		28

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	432894
100-TON WOOD CHIP	CSXT	432896
HOPPER	CSXT	432897
	CSXT	432904
	CSXT	432905
	CSXT	432907
	CSXT	432908
	CSXT	432919
	CSXT	432921
	CSXT	432932
	CSXT	432937
	CSXT	432940
	CSXT	432941
	CSXT	432943
	CSXT	432945
	CSXT	432948
	CSXT	432950
	CSXT	432951
	CSXT	432954
	CSXT	432957
	CSXT	432958
	CSXT	432963
	CSXT	432967
	CSXT	432972
	CSXT	432974
	CSXT	432976
	CSXT	432977
	CSXT	432978
	CSXT	432979
	CSXT	432984
	CSXT	432987
	CSXT	432991
	CSXT	432998
	CSXT	<u>433000</u>
	CSXT	433001
	CSXT	433002
	CSXT	433005
	CSXT	433015
	CSXT	433017
	CSXT	433018
	CSXT	433023
	CSXT	433029
	CSXT	433030
	CSXT	433035
	CSXT	<u>433036</u>
	CSXT	<u>432380</u>
	CSXT	432381
	CSXT	432382
	CSXT	432383
	CSXT	432384

PNC TRUST NUMBER 2 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	432385
CSXT	432386
CSXT	432387
CSXT	432389
CSXT	432390
CSXT	432391
CSXT	432393
CSXT	432394
CSXT	432395

CAR TYPE TOTAL:

59

GRAND TOTAL

727

SCHEDULE 2A
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 1, 1998 the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 1, 1998 the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after January 1, 1998 the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.76504266
January 1, 1991	109.78706820
July 1, 1991	107.78491152
January 1, 1992	108.35786011
July 1, 1992	105.93743242
January 1, 1993	106.32367932
July 1, 1993	103.48225377
January 1, 1994	103.75122928
July 1, 1994	100.51819509
January 1, 1995	100.69290305
July 1, 1995	97.04220265
January 1, 1996	97.12183244
July 1, 1996	93.03495546
January 1, 1997	93.07292234
July 1, 1997	86.29426991
January 1, 1998	88.97934450
January 1, 1998	88.97934450
July 1, 1998	78.57193072
January 1, 1999	78.78879198
July 1, 1999	70.35438541
January 1, 2000	70.77014035
July 1, 2000	61.71575954
January 1, 2001	62.34354005
July 1, 2001	52.49190901
January 1, 2002	52.74218204
July 1, 2002	42.59067765
January 1, 2003	42.89172579
July 1, 2003	32.11627291
January 1, 2004	32.66474761
July 1, 2004	21.12999989

SCHEDULE 2B
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(GONDOLA CARS, 70-TON WOODCHIP CARS
AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Gondola Cars, 70-ton Woodchip Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.63958105
January 1, 1991	108.69331630
July 1, 1991	106.79910390
January 1, 1992	107.41076319
July 1, 1992	105.08687969
January 1, 1993	105.50964607
July 1, 1993	102.76808740
January 1, 1994	103.07149210
July 1, 1994	99.94234855
January 1, 1995	100.14969459
July 1, 1995	96.60772245
January 1, 1996	96.71813550
July 1, 1996	92.74500187
January 1, 1997	92.81099358
July 1, 1997	86.16782605
January 1, 1998	88.89048566
January 1, 1998	88.89048566
July 1, 1998	78.61954691
January 1, 1999	78.87130394
July 1, 1999	70.58942170
January 1, 2000	71.04283586
July 1, 2000	62.15449739
January 1, 2001	62.82343440
July 1, 2001	53.12423929
January 1, 2002	53.39739060
July 1, 2002	43.42199535
January 1, 2003	43.83064170
July 1, 2003	33.19806210
January 1, 2004	33.87673169
July 1, 2004	22.50000000

SCHEDULE 3A
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.72970331
January 1, 1991	109.75004606
July 1, 1991	107.74612645
January 1, 1992	108.31722817
July 1, 1992	105.89486566
January 1, 1993	106.27908561
July 1, 1993	103.43553658
January 1, 1994	103.70228750
July 1, 1994	100.46692280
January 1, 1995	100.63918926
July 1, 1995	96.98593111
January 1, 1996	97.06288135
July 1, 1996	92.97319722
January 1, 1997	93.00822329
July 1, 1997	86.22649001
January 1, 1998	88.90833704
January 1, 1998	88.90833704
July 1, 1998	78.49754202
January 1, 1999	78.71086103
July 1, 1999	70.27274352
January 1, 2000	70.68461082
July 1, 2000	61.62615725
January 1, 2001	62.24967106
July 1, 2001	52.39357015
January 1, 2002	52.63916046
July 1, 2002	42.48275037
January 1, 2003	42.77865921
July 1, 2003	31.99782230
January 1, 2004	32.54065660
July 1, 2004	20.99999989

SCHEDULE 3B
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(GONDOLA CARS, 70-TON WOODCHIP CARS
AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Gondola Cars, 70-ton Woodchip Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.23181938
January 1, 1991	108.26613775
July 1, 1991	106.35158388
January 1, 1992	106.94193308
July 1, 1992	104.59572474
January 1, 1993	104.99510320
July 1, 1993	102.22904294
January 1, 1994	102.50677932
July 1, 1994	99.35074516
January 1, 1995	99.52992012
July 1, 1995	95.95843544
January 1, 1996	96.03793062
July 1, 1996	92.03240687
January 1, 1997	92.06446609
July 1, 1997	85.38575028
January 1, 1998	88.07116885
January 1, 1998	88.07116885
July 1, 1998	77.76121572
January 1, 1999	77.97210057
July 1, 1999	69.64739990
January 1, 2000	70.05595669
July 1, 2000	61.12062481
January 1, 2001	61.74033068
July 1, 2001	51.98956014
January 1, 2002	52.20868008
July 1, 2002	42.17668059
January 1, 2003	42.52602730
July 1, 2003	31.83132433
January 1, 2004	32.44491233
July 1, 2004	21.00000000

SCHEDULE 4A
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	0.00000000
January 1, 1991	3.76902071
July 1, 1991	6.61395311
January 1, 1992	3.75943818
July 1, 1992	6.62353564
January 1, 1993	3.62568482
July 1, 1993	6.75728899
January 1, 1994	3.47943891
July 1, 1994	6.90353491
January 1, 1995	3.31953363
July 1, 1995	7.06344019
January 1, 1996	3.14469319
July 1, 1996	7.23828063
January 1, 1997	2.95352266
July 1, 1997	9.73677868
January 1, 1998	0.00000000 (in arrears)
January 1, 1998	12.69030133 (in advance)
July 1, 1998	2.18697074
January 1, 1999	10.50333059
July 1, 1999	1.79859674
January 1, 2000	10.89170460
July 1, 2000	1.37394860
January 1, 2001	11.31635273
July 1, 2001	1.37394860
January 1, 2002	11.31635273
July 1, 2002	1.04049390
January 1, 2003	11.64980743
July 1, 2003	0.53283825
January 1, 2004	12.15746308

SCHEDULE 4B
to
Lease and Indenture
Supplement No. 1

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	0.00000000
January 1, 1991	3.76953813
July 1, 1991	6.51799371
January 1, 1992	3.74561137
July 1, 1992	6.54192047
January 1, 1993	3.61502374
July 1, 1993	6.67250810
January 1, 1994	3.47223922
July 1, 1994	6.81529262
January 1, 1995	3.31611862
July 1, 1995	6.97141322
January 1, 1996	3.14541637
July 1, 1996	7.14211548
January 1, 1997	2.95877052
July 1, 1997	9.61487951
January 1, 1998	0.00000000 (in arrears)
January 1, 1998	12.57365003 (in advance)
July 1, 1998	2.19544017
January 1, 1999	10.37820986
July 1, 1999	1.81330482
January 1, 2000	10.76034521
July 1, 2000	1.39547803
January 1, 2001	11.17817199
July 1, 2001	1.39547803
January 1, 2002	11.17817199
July 1, 2002	0.94326098
January 1, 2003	11.63038905
July 1, 2003	0.43188190
January 1, 2004	12.14176813